- a. Fraud scrubbing tools prevent transactions with fraud related behaviors from being processed
- Reduce "phishing" and fraud related CBs (typically 15% to 20% of an internet merchants total CB ratio)

Additional Proven Chargeback Prevention Tools

PPS Secure has the capability to provide Just Think Media with a multitude of proven transactions management tools. With our knowledge and understanding of chargeback Reason Codes; PPS Secure has been able to successfully identify why Just Think Media has been experiencing chargebacks and disputes and what business practices need to be altered respectively. In addition, Just Think Media will see an immediate increase in successfully disputed chargebacks by using customized responses intended for each specific reason code.

PPS Secure's card-not-present merchants use Network Merchants Payment Gateway for all card-not-present transactions. Network Merchants Payment Gateway is user-friendly, secure and PCI compliant. Using Network Merchants Payment Gateway to process transactions will enable DIA Group USA to implement iSpyFraud, a built-in, state-of-the-art fraud scrubbing software. In addition each transaction will go through a CVC/CVV check and an AVS check to ensure that the cardholder is the person entering the information.

End Results

Implementing PPS Secure's proposed transaction management plan will have profound short-term and long-term results for Just Think Media. Immediately, PPS Secure will begin to assist Just Think Media in disputing chargebacks by providing the appropriate custom responses for individual reason codes. From PPS Secure's additional efforts, Just Think Media will not only increase the amount of chargebacks found in their

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favor but will see a significant decrease in the amount of chargebacks that are initiated each month. Disputing and preventing chargebacks will become an organized, productive endeavor. Just Think Media will implement business practices that will result in an immediate and long-term reduction in chargebacks, allowing them to easily and successfully maintain an acceptable chargeback ratio.

7

Reason Code 41 Cancelled Recurring Transaction

Overview - Reason Code 41

Time Limit: 120 calendar days

The Merchant continued to charge a Cardholder for a Recurring Transaction despite notification of cancellation.

ID#: 171009-171009-0007470

Chargeback Conditions - Reason Code 41

One of the following:

- 1. Cardholder withdrew permission to charge the account for a Recurring Transaction.
- Acquirer or Merchant received notification that the Cardholder's account was closed before the Transaction was processed.
- 3. An initial membership Transaction was previously charged back and the Cardholder did not expressly renew the membership.
- 4. For a U.S. Domestic Transaction, Transaction amount was not within the preauthorized range of amounts or Merchant was to notify the Cardholder prior to processing each Recurring Transaction, and Merchant either: (This only applies in the U.S. Region.)
 - a. Did not notify Cardholder in writing within 10 calendar days of the Transaction Date (*This only applies in the U.S. Region.*)
 - Notified Cardholder within 10 calendar days of the Transaction Date and Cardholder did not consent to the charge (This only applies in the U.S. Region.)
- For a LAC Easy Pay Transaction, Transaction occurred and both: (This only applies in the Latin America & Caribbean Region.)
 - a. The Transaction amount was not within the range of amounts approved by the Cardholder (This only applies in the Latin America & Caribbean Region.)
 - b. Merchant, either: (This only applies in the Latin America & Caribbean Region.)
 - Did not notify the Cardholder in writing at least 5 calendar days prior to the Transaction Date (This only applies in the Latin America & Caribbean Region.)
 - Notified the Cardholder at least 5 calendar days prior to the Transaction Date and the Cardholder declined the charge in writing (This only applies in the Latin America & Caribbean Region.)

ID#: 171009-171009-0007471

Chargeback Rights and Limitations - Reason Code 41

- Minimum Chargeback amount:
 - a. For a T&E Transaction, US \$25 or equivalent
 - For a Canada Domestic T&E Transaction, CAD \$25 (This only applies in the Canada Region.)

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Message Reason Codes

3.20 Message Reason Code 4841—Cancelled Recurring Transaction

3.20 Message Reason Code 4841—Cancelled Recurring Transaction

The following sections describe the proper and improper use of message reason code 4841.

3.20.1 Proper Use of Message Reason Code 4841

The issuer uses this message reason code if one of the following occurred:

- The card acceptor continued to bill a cardholder for a recurring transaction, after receiving notification of cancellation from the cardholder or issuer.
- The issuer listed the cardholder's account information on the Recurring Payment Cancellation Service (RPCS).

Confirm that the Transaction is a Recurring Transaction.

This chargeback may be used if the issuer believes the transaction is a recurring transaction, although a value of 4 (Cardholder not present [standing order/recurring transactions]) is not present in DE 22 (Point of Service Data Code), subfield 5 (Cardholder Present Data).

A recurring transaction allows for continuous billing without a specified end date. The disputed transaction must be a recurring transaction and not installment billing.

Installment transactions involve a finite number of periodic payments with a specified end date.

Examples of recurring and installment payments include the following

- A cardholder contracted to pay USD 250 on a monthly basis for three years for an automobile. This transaction is an installment transaction because an end date is specified.
- A cardholder contracted to pay USD 25 on a monthly basis for membership
 in a health club. The contract specified that either the cardholder or the
 health club could cancel the contract with 30 days notice. This transaction
 would qualify as a recurring transaction because an end date is not specified.

Chargeback Allowed if Issuer Cancels Recurring Billing. The issuer can charge back a transaction under message reason code 4841 if it previously notified the card acceptor or acquirer to cancel the billing.

3.20.2 Specific Programs Using Message Reason Code 4841

MasterCard Electronic Card. Refer to section 1.22 MasterCard Electronic of this guide for chargeback processing procedures for a MasterCard Electronic card.

World MasterCard Card T&E transactions. Refer to section 1.6.1.1 U.S. Region World MasterCard T&E Interchange Rate Program of this guide for more information on additional chargeback requirements and limitations.

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Reason Code 75 Transaction Not Recognized

Overview - Reason Code 75

Time Limit: 120 calendar days

The Cardholder does not recognize the Transaction and additional information beyond the data required in the Clearing Record is needed to determine Transaction validity.

ID#: 171009-171009-0007576

Chargeback Conditions - Reason Code 75

 The Cardholder does not recognize the Transaction and additional information beyond the data required in the Clearing Record is needed to assist the Cardholder in identifying the Transaction.

JD#: 171009-171009-0007577

Chargeback Rights and Limitations - Reason Code 75

- 1. Minimum Chargeback amount:
 - a. For a U.S. Domestic T&E Transaction, US \$25 (This only applies in the U.S. Region.)
 - For a Canada Domestic T&E Transaction, CAD \$25 (This only applies in the Canada Region.)
 - c. For all other Canada Domestic Transactions, CAD \$10 (This only applies in the Canada Region.)
- 2. Issuer must retrieve a copy of the Transaction Receipt prior to exercising the Chargeback right unless the Transaction is one of the following:
 - a. Mail/Phone Order
 - b. Electronic Commerce Transaction
 - Recurring Transaction
 - d. Effective for Transactions completed on or after 15 April 2010, EMV PIN Transaction, excluding Manual Cash Disbursement and Quasi-Cash Transactions and requests for T&E Documents
 - e. e. U.S. Domestic Preauthorized Health Care Transaction (This only applies in the U.S. Region.)
- For a U.S. Domestic Transaction, Issuer must make a good-faith effort to assist the Cardholder in identifying the Transaction and the Cardholder Account must be in good standing. (This only applies in the U.S. Region.)
- 4. If a Retrieval Request is required, Issuer must wait 30 calendar days from the Retrieval Request Processing Date to receive the Fulfillment or Nonfulfillment Message code prior to exercising the Chargeback right. The waiting period does not apply if a Fulfillment or Nonfulfillment Message is received.
- For a U.S. Domestic Transaction Chargeback is valid, regardless of Electronic Commerce indicator value, for Electronic Commerce Transactions conducted by Merchants in the following Merchant categories: (This only applies in the U.S. Region.)

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Message Reason Codes

3.33 Message Reason Code 4863—Cardholder Does Not Recognize—Potential Fraud

3.33 Message Reason Code 4863—Cardholder Does Not Recognize—Potential Fraud

The following sections describe the proper and improper use for message reason code 4863.

3.33.1 Proper Use of Message Reason Code 4863

The issuer may use message reason code 4863 for all non-face-to-face (Card Not Present) transactions if:

- The cardholder claims that he or she does not recognize the transaction appearing on the cardholder statement, and
- The issuer made a good-faith effort to identify the transaction for the cardholder. (For example, the issuer confirmed that the cardholder contacted or attempted to contact the merchant for transaction identification.)
- Issuers must instruct their cardholder's to contact the merchant for more information before they initiate the chargeback.

3.33.2 Improper Use of Message Reason Code 4863

The issuer may not use this message reason code in the following situations:

- Transactions posted to an account when the card was lost/stolen
- ATM Transactions
- Transactions that occurred at a cardholder-activated terminal (CAT) that were properly identified in the authorization messages and clearing records as CAT 1, CAT 2, or when properly identified in the clearing records as CAT 3.
- Properly identified "no-show" hotel or motel transactions. Refer to section 3.30.5.1 Proper Use for Issuer's First Chargeback for RS5 for options.
- Emergency cash disbursements or emergency travelers check refunds.
- Transaction posting to an account when the cardholder states that a transaction is unauthorized.
- If the card acceptor is Universal Cardholder Authentication Field (UCAF)-enabled, the issuer provided the UCAF for that transaction, all other e-commerce Authorization Request/0100 message requirements were satisfied, and the Authorization Request Response/0110 message reflected the issuer's approval of the transaction.
- Addendum Disputes. Issuers must not use this chargeback message reason code if the issuer is made aware that the disputed transaction is a subsequent separate addendum transaction that was appended to a previous valid transaction involving the same card acceptor. The issuer must process a chargeback for message reason code 4859 RS7 (Addendum Dispute) if the cardholder acknowledges participation in the original transaction.

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Reason Code 83 Fraud—Card-Absent Environment

Overview - Reason Code 83

Time Limit: 120 calendar days

Cardholder did not authorize or participate in a Card-Absent Transaction or Transaction was processed with a Fictitious Account Number or no valid Card was outstanding bearing the Account Number on the Transaction Receipt.

ID#: 171009-171009-0007668

Chargeback Conditions - Reason Code 83

- 1. Cardholder did not authorize or participate in a Card-Absent Environment Transaction.
- No valid Card was issued or outstanding that bears the Account Number used in a Card-Absent Environment, or a fraudulent Transaction was completed in a Card-Absent Environment using a Fictitious Account Number and no Authorization was obtained.

ID#: 171009-171009-0007669

Chargeback Rights and Limitations - Reason Code 83

- 1. Minimum Chargeback amount:
 - a. For a T&E Transaction, US \$25 or equivalent
 - For a Canada Domestic T&E Transaction, CAD \$25 (This only applies in the Canada Region.)
 - For all other Canada Domestic Transactions, CAD \$10 (This only applies in the Canada Region.)
- 2. Issuer must retrieve a copy of the Transaction Receipt prior to exercising the Chargeback right unless Transaction is one of the following:
 - a. Mail/Phone Order Transaction
 - b. Electronic Commerce Transaction
 - c. Recurring Transaction
 - For a U.S. Domestic Preauthorized Health Care Transaction (This only applies in the U.S. Region.)
 - e. For a U.S. Domestic Transaction where the Merchant city field of the Clearing Record of an Airline or passenger railway Transaction contains the words "ticket mailed" (This only applies in the U.S. Region.)
- For Chargeback Condition 1, on or before the Chargeback Processing Date, the Issuer must complete all of the following:

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Message Reason Codes
3.18 Message Reason Code 4837—No Cardholder Authorization

3.18 Message Reason Code 4837—No Cardholder Authorization

The following sections provide information on the proper and improper use of message reason code 4837.

3.18.1 Proper Use of Message Reason Code 4837

The issuer may use message reason code 4837 if the cardholder states in writing that neither he, she, nor anyone authorized by him or her engaged in the transaction.

SAFE. The issuer must report the transaction to SAFE, in accordance with Chapter 1 of the *Complete SAFE Manual*.

Non-Counterfeit CAT 2. The issuer can use message reason code 4837 for non-counterfeit transactions occurring at a cardholder-activated terminal (CAT) that was properly identified as a CAT Level 2 in the authorization messages and clearing records.

- Before processing the chargeback, the issuer must block the account on its host and list the cardholder account number on the MasterCard Account File with a "capture card" response until card expiration.
- The cardholder letter alleging that the transaction is fraudulent also must state, or the issuer must otherwise certify by means of a separate document accompanying the cardholder letter, that the card was lost or stolen at the time of the transaction. A letter that indicates that the transaction resulted from Never Received Issue (NRI) fraud is considered to be lost or stolen if the letter or additional documentation accompanying the chargeback substantiates that the NRI card was the card used for the disputed transaction.

Voided Cards. The issuer also may charge back a transaction involving a once valid voided card with an issuer certification letter instead of a written cardholder complaint if

- The transaction was identified in the clearing record as a face-to-face transaction, and
- The issuer certifies in writing that the unexpired account number identified in the transaction record was not outstanding on the transaction date because the physical card was recovered, destroyed, or both.

Accounts Closed for a Minimum of 60 Days. Sometimes transactions can occur on a cardholder account number months after the account has been closed. In this case, rather than contacting the cardholder for another letter, the issuer can stand in for any fraudulent activity by providing a copy of the original cardholder letter and an issuer certification letter stating the following three conditions:

- The issuer or its agent did not authorize the transaction, as specified in the Authorization System Manual.
- The date of the disputed item was on or after the date the card was used fraudulently.

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新 拉斯特别	Reason Code	Count	%
30	Services Not Provided/Merchandise Not Received	311	6.43%
41	Cancelled Recurring Transaction	409	8.45%
4801	Requested Transaction Dat Not Received	102	2.11%
4837	No Cardholder Authorization	924	19.09%
4841	Cancelled Recurring Transaction	246	5.08%
4853	Cardholder Dispute-Defective/Not As Described	44	0.91%
4855	Non-Receipt of Merchandise	149	3.08%
48 6 0	Credit Not Processed	166	3.43%
4863	Cardholder Does Not Recognize-Potential Fraud	149	3.08%
53	Not As Described/Defective Merchandise	44	0.91%
75	Cardholder Does Not Recognize Transaction	625	12.92%
83	Fraudulent Transaction-Card Not Present	1253	25.89%
85	Credit Not Processed	404	
Other	Other	13	8.35%
	Total	4839	0.27%
		4099	

GPAY_000736

ATTACHMENT L

			·		\$59,947,338.06	Net Sales:
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\$134.39	. 7	\$0.00	0	0	0	Sep-09
\$367.05	Ħ	\$64.90	7	0	0	Aug-09
\$988.59	30	\$1,668.30	34		0 1	60-inf
\$3,641.52	100	\$1,505.33	34	0	0	SO-uni
\$55,444.08	2,606	\$15,441.67	493	0	0	May-09
\$242,016.40	10,867	\$88,995.42	3,042	0	o :	Apr-09
\$536,242.78	23,618	\$711,384.69	20,937	0		Mar-09
\$687,546.30	28,023	\$2,225,693.64	68,844	0	0	Feb-09
\$618,625.41	25,112	\$3,026,658.56	136,204	\$22,831,828.60	1,644,686	Jan-09
\$290,290.38	13,392	\$2,191,631.45	122,207	\$17,711,394.90	1,195,179	Dec-08
\$168,498.50	7,188	\$1,686,787.08	57,737	\$13,824,103.69	835,008	Nov-08
\$63,736.51	2,452	\$1,225,148.05	34,896	\$13,136,625.44	646,295	Oct-08
\$3,129.00	95	\$126,962.67	4,571	\$3,398,322.08	146,788	Sep-08
0	0	\$5,143.75	218	\$352,148.86	14,629	Aug-08
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Chargebacks %	7.04%	0.00%	30.99%	2.82%	35.21%	1.41%	14.08%	8.45%	100.00%	Chargebacks	•	29.17%	20.83%	4,17%	45.83%	0.00%	100.00%		Chargebacks		0.00%	4.10%	0.00%	0.00%	27.50%	1.03%	42.12%	0.06%	0.77%	17.50%	6.92%	100.00%
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Sep-08 Visa											MC								-	Oct-08 Visa		•	-									

Chargebacks	%	0.11%	0.56%	27.13%	23.21%	0.56%	2.80%	%06.0	1.35%	43.39%	0.00%	0.00%	0.00%	0.00%	100.00%	Chargebacks		0.00%	3.82%	%00'0	0.00%	23.95%	%68'0	0.05%	39.51%	0.02%	0.11%	0.62%	24.48%	6.54%	100 00%
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Reason	Code	4808	4834	4837	4841	4853	4855	4859	4860	4863	6321	6323	6341	6342		Reason	Code	0028	0030	0032	0033	0041	0053	0072	0075	9200	0800	0082	0083	0085	
	MC																Nov-08 Visa										-				

ATTACHMENT M - p. 3
LITLE_25FEB11_000011

Chargebacks %	0.07%	0.25%	0.04%	0.07%	34.80%	21.99%	0.71%	1.77%	0.82%	1.99%	37.50%	0.00%	0.00%	0.00%	100.00%	Chargebacks	0		0.00%	2.73%	0.00%	0.00%	21.93%	0.72%	0.09%	32.28%	0.02%	0.08%	0.45%	35.82%	5.87%	100.00%
Chargebacks Char Count	2		-	2	186	929	20	20	23	26	1057	0	0	0	Total 2819	Chargeharks	ł	Count %	0	235	0		1891	29	∞	2783	2	7	39	3088	206	Total 8621
Description	Requested Transaction Data Not Received	Requested/Required Authorization Not Obtained	Account Number Not on File	Duplicate Processing	No Cardholder Authorization	Canceled Recurring Transaction	Cardholder Dispute-Defective/Not as Described	Nonreceipt of Merchandise	Services Not Rendered	Credit Not Processed	Cardholder Does Not Recognize-Potential Fraud	Cardholder does not recognize this transaction	Fraud Investigation	Potential chargeback or compliance documentation			: -	Description	Request for copy bearing signature	Services Not Provided or Merchandise Not Received	Copy request because original lost in transit	Legal process or fraud anaylsis request	Cancelled Recurring Transaction	Not as Described or Defective Merchandise	No Authorization	Cardholder Does Not Recognize Transaction	Requested Transaction Information Not Received	Incorrect Transaction Amount or Account Number	Duplicate Processing	Fraudulent Transaction-Card Absent Environment	Credit Not Processed	•
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Chargebacks %	0.00%	0.25%	0.15%	42.23%	23.29%	0,46%	2.26%	0.44%	1,36%	29.57%	0.00%	%00.0	0.00%	0.00%	100.00%	Chargebacks			0.00%	3.04%	0.00%	0.00%	18.54%	0.47%	0.01%	22.48%	0.01%	0.01%	0.04%	0.35%	20.08%	4.99%	100.00%
Chargebacks Cha Count %	0	12		2018	1113	22	108	21	65	1413	0	0	0	0	Total 4779	Chargebacks Cha		count %	0	499	0	0	3045		स्न	3691	H	e~i	Q	58	8224	819	Total 16422
Description	Contact Litle & Co for Definition	Requested Transaction Data Not Received	Duplicate Processing	No Cardholder Authorization	Canceled Recurring Transaction	Cardholder Dispute-Defective/Not as Described	Nonreceipt of Merchandise	Services Not Rendered	Credit Not Processed	Cardholder Does Not Recognize-Potential Fraud	Cardholder does not recognize this transaction	Request for supporting documentation	Fraud Investigation	Potential chargeback or compliance documentation	,			Description	Request for copy bearing signature	Services Not Provided or Merchandise Not Received	Copy request because original lost in transit	Legal process or fraud anaylsis request	Cancelled Recurring Transaction	Not as Described or Defective Merchandise	No Authorization	Cardholder Does Not Recognize Transaction	Non-Matching Account Number	Requested Transaction Information Not Received	Incorrect Transaction Amount or Account Number	Duplicate Processing	Fraudulent Transaction-Card Absent Environment	Credit Not Processed	ie ·
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ے م	Contact title & to for Definition Requested Transaction Data Not Received	٠	0 15	0.00%
-	Fransaction Amount Differs		7	0.02%
	Duplicate Processing	•	15	0.16%
~	No Cardholder Authorization		2802	61.89%
Ų	Canceled Recurring Transaction		1612	17.20%
_	Cardholder Dispute-Defective/Not as Described		46	0.49%
•	Vonreceipt of Merchandise		226	2.41%
ν,	Services Not Rendered		27	0.29%
_	Credit Not Processed		223	2.38%
~	Cardholder Does Not Recognize-Potential Fraud		1406	15.00%
-	Cardholder disputes dollar amount		0	0.00%
	Cardholder does not recognize this transaction		0	0.00%
	Fraud Investigation		0	0.00%
	Potential chargeback or compliance documentation		0	0.00%
		Total	9374	100.00%
		Chargebacks		Chargebacks
	Description	Count		
	Contact Litle & Co for Definition		0	0.00%
	Request for copy bearing signature		0	0.00%
	Services Not Provided or Merchandise Not Received		318	1.99%
	Copy request because original lost in transit		0	0.00%
	Legal process or fraud anaylsis request		0	0.00%
	Cancelled Recurring Transaction		1489	9.33%
_	Not as Described or Defective Merchandise		41	0.26%
_	No Authorization		ניו	0.02%
	Expired Card		н	0.01%
\circ	Cardholder Does Not Recognize Transaction		2317	14.52%
	Requested Transaction Information Not Received		27	0.17%
_	ncorrect Transaction Amount or Account Number	٠	2	0.01%
_	Juplicate Processing		17	0.11%
****	Fraudulent Transaction-Card Absent Environment		10739	67.32%
•	Credit Not Processed		866	6.26%
	Risk Identification Service		7	0.01%
		Total	15953	100.00%

Chargebacks %	2.38%	0.07%	70.25%	0.01%	13.40%	0.43%	2.16%	0.29%	2.81%	8.19%	0.00%	0.00%	0.00%	100.00%	Chargebacks		0.00%	2.53%	0.00%	0.00%	9.34%	0.33%	16.54%	%90.0	0.03%	65.52%	5.63%	0.01%	100.00%
Chargebacks Charge	183	ស	5393	Н	1029	33	166	22	216	629	0	0	0	7.677	Chargebacks Charge	Count %	0	174	0	0	643	23	1139	4	7	4512	388	रच २	9889
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Description	Requested Transaction Data Not Received	Duplicate Processing	No Cardholder Authorization	Fraudulent Processing of Transactions	Canceled Recurring Transaction	Cardholder Dispute-Defective/Not as Described	Nonreceipt of Merchandise	Services Not Rendered	Credit Not Processed	Cardholder Does Not Recognize-Potential Fraud	Cardholder does not recognize this transaction	Fraud Investigation	Potential chargeback or compliance documentation			Description	Request for copy bearing signature	Services Not Provided or Merchandise Not Received	Copy request because original lost in transit	Legal process or fraud anaylsis request	Cancelled Recurring Transaction	Not as Described or Defective Merchandise	Cardholder Does Not Recognize Transaction	Requested Transaction Information Not Received	Duplicate Processing	Fraudulent Transaction-Card Absent Environment	Credit Not Processed	Paid by Other Means	
Reason	4801	4834	4837	4840	4841	4853	4855	4859	4860	4863	6321	6341	6342		Reason	Code	0028	0030	0032	0033	0041	0053	0075	6200	0082	6800	0085	9800	
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Chargebacks %	5.04%	0.03%	0.05%	0.03%	71.68%	10.84%	0.30%	1.83%	0.20%	2.96%	7.05%	0.00%	0.00%	0.00%	100.00%			Chargebacks		0.00%	4.23%	0.00%	0.00%	6.81%	0.32%	19.43%	0.13%	0.25%	62.59%	6.25%	100.00%
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Chargebacks		7.53%	0.29%	67.81%	0.10%	8.90%	0.20%	2.45%	0.78%	2.45%	9.49%	0.00%	0.00%	0.00%	100.00%	Chargebacks		0.00%	15.22%	0.00%	0.00%	0.00%	8.70%	4.35%	17.39%	8.70%	45.65%	100.00%
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	MC.																Jun-09 Visa								-			

	Reason		Chargebacks	Chargebacks	acks
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	4837	No Cardholder Authorízation		9	60.00%
	4841	Canceled Recurring Transaction		ᆏ	10.00%
	4855	Nonreceipt of Merchandise		Ħ	10.00%
	4859	Services Not Rendered		н	10.00%
	4860	Credit Not Processed		, i	10.00%
	6321	Cardholder does not recognize this transaction		0	0.00%
	6341	Fraud Investigation		0	0.00%
	6342	Potential chargeback or compliance documentation		0	0.00%
			Total	10	100.00%
	Reason		Chargebacks	Chargebacks	acks
Aug-09 Visa	Code	Description	Count	%	
	0028	Request for copy bearing signature		0	0.00%
	0030	Services Not Provided or Merchandise Not Received		4	36.36%
	0041	Cancelled Recurring Transaction		4	36.36%
	0083	Fraudulent Transaction-Card Absent Environment		FH	9.09%
	0085	Credit Not Processed		2	18.18%
			Total	11	100.00%
JAC	Reason	Decription	Chargebacks	Chargebacks	acks
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	6341	Fraud Investigation		0	0.00%
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Sep-09 Visa	W.	Oct-09 Visa	WC

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Card Association Disclosures

Member Bank (Acquirer) Information

Acquirer Name:

Columbus Sank and Trust

Acquirer Address:

11251 Avenue, Columbia GA 31901

Acquirer Phone:

Important Mamber Bank (Acquirer) Responsibilities

- 1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a
- A Visa Member must be a privileal (eigner) to the Metchant Agreement.
- 3. The Visa Member is responsible for educating merchants on partinent Visa Operating Regulations with which Menchenta must comply.
- The Visa Member is responsible for and must provide satilement funds to the Merchant.
- The Visa Member is responsible for all funds held in reserve that are derived from settlement.

Merchantinformation

Merchant Name

JOW Media, LLC

Merchant Address

2184 Channing Way \$322 Idaho Falls, ID 82403

Merchant Phone

588-369-5250

important Merchant Responsibilities

- 1. Ensure compliance with cardhokier data escially and alcrage requirements.
- Matriain fraud and chargebacks bolow throsholds.
- Review and understand the terms of the Merchant Agreement. 3.
- Comply with the Card Association Operating Regulations.

The responsibilities listed above do not supercede terms of the Merchant Apreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Mamber (Acquirer) is the ultimate sufficiely should the Members have any problems.

Merchant'a Signatura

Poles Graver Merchant's Printed Name and Trile

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Card Association Disclosures

Member Bank (Acquirer) Information

Acquirer Name:

Columbus Bank and Trust

ACQUITET Address:

Acquirer Phone:

Important Mamber Bank (Acquirer) Responsibilities

- 1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a
- 2. A Visa Member must be a principal (signer) to the Merchant Agreement.
- 3. The Visa Member is responsible for educating merchanis on partinent Visa Operating Regulations with which Merchants must comply.
- The Visa Member is responsible for and must provide sellienced funds to the Merchant.
- The Visa Member le responsible for all funds held in reserve that are dérived from settlement.

Merchant information

Merchant Name

JOW Made, LLC

Merchant Address

2184 Channing Way \$322 Mate Fells, ID \$3400

Merchant Phone

588-883-5250

important Merchant Responsibilities

- 1. Ensure compliance with cardholder data security and storage requirements.
- Maintain frond and charpolacks below firesholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with the Card Association Operating Regulations.

The responsibilities listed above do not supercede terms of the Marchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchard have any problems.

Peter Graver

Merokani's Printed Name and Title

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Confidential VISA 00377

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camon orge: March 31, 2009

Tour And National Burns
1950 What Guest Block
En George, Upp 86770
(123) 673-6662
BAX (625) 678-6963

JDW Media LLC 2184 Channing Way #322 Idaho Falls, ID 83406

Dear Mr. Peter Grayer

Welcome to Zions Bank.

I would like to take this opportunity to thank you for choosing us to help you meet your financial needs. Our staff will constantly strive to earn your continued confidence.

As a new client and/or account, you will find that we take great pride in providing high quality services as well as a complete line of financial services to meet your individual or business needs.

Your account has been opened at the branch shown below. To facilitate your activity with this account, we have included your account number and some other important information below. The account is set up to receive and send wire transfers, ACH transactions, and standard deposits and withdrawls.

Bank Information: Zions Bank Snow Carryon Branch 0554 1930 W Sunset Bivd St George, UT 84770

Again, thank you for selecting us. Please feel free to contact me directly if you have any questions regarding your new account or any other services we can assist you with

Sincerely,

Aimee Orton

Customer Service Manager Snow Canyon Branch 0554

A subsidiary of Riens dencosponedien

Confidential VISA 00378 ATTACHMENT N - p. 12

Jesse Willms

Bio

Jesse Willms has been in the free trial continuity space for over 3 years now, he initially started with a weight loss tea as a free trial, however now Mr. Willms has diversified into several products, including Tea, Acai, Resveratrol, and Teeth Whiteners. His programs work where the consumer initially pays for shipping, then if he or she decides to keep the product; they get billed \$59.95 a month for every month they keep the product and receive a new supply monthly. Jesse has taken many steps to improve product quality over the years. Initially he just shipped the product, now Mr. Willms and his company ship booklets, pamphlets and provide the consumer an online membership to help them with their weight loss etc. Also, Jesse has implemented a structure where every customer who orders is immediately called to ensure they did order the product and to tell them how "Just Think Media" can't wait to hear how successful they are. Mr. Willms has also, over the years, taken many steps to reduce refunds and charge backs, and increase customer retention.

Document attached > Chargeback Mitigation Plan

Document attached > JustThinkMedia - Company Profile

Confidential VISA 00379

Just Think - Chargeback Strategy

Chargeback Strategy

Below, I have outlined the following steps we have taken to really reduce charge backs in the last year:

Confirmation calls:

Every time a customer buys any of our products, our agent calls them to briefly discuss how the program works, how well it has worked with our 1000's of other customers, and how we can't wait to hear their success story. The key here is that this 2 minute customer call improves retention drastically, and significantly decreases refunds and charge backs. Overall it has been a hugely profitable move for our company in the last 3 months. Probably the single biggest reason charge backs have gone down.

GC History (our call center)

Another tool that we are currently using to lower charge back risk includes the removal of lower performing call centers and introducing top performing partners.. Today, ninety five percent of our call volume now goes to GC services, which has been ranked one of the United States top best call centers by *Customer Interaction Solutions* Magazine since 1997. GC services has been in business since 1957, and our three team managers on the floor have over 70 years of combined call center experience.

New changes to our scripts

This change, four months ago, was very a beneficial introduction to our company as a means to reduce charge backs and increase customer service quality. Some of the new changes that have come out from this partnership include the implementation of a new script specifically designed to improve customer service, reduce refunds and to specifically deal with customer escalation of disputes. A customer can, and will, receive a refund if they specifically dispute the charge. This approach has helped us keep chargeback's to a minimum and greatly improve customer satisfaction.

New program to trace charge back calls

Also, we have implemented a new program in which we can trace a call from a charge back customer to a specific agent, this allows us to learn from the call and see what triggered the charge back in the first place. This knowledge allows us to make changes to our protocol and scripting to better deal with these issues, along with an excellent Quality Control team to enforce them. Furthermore, this information is used to implement changes to our offers on the front-end.

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Just Think - Chargeback Strategy

Terms and conditions of each offer are clearly presented.

Considerable additional effort and emphasis has been placed on ensuring that terms and conditions of each offer are presented in a manner that is clear and conspicuous to the customer to avoid unnecessary confusion. By making our customers more aware of the continuity portion of each offer, we reduce the associated risks and problems that arise from such billings.

Newly reduced price points.

Price points have been reduced by as much as 50% to more acceptable levels. Customers are therefore happier and more comfortable with their continuity programs. As a result, significant improvements have been noticed in customer retention as well as lower cancellations and chargeback's.

Improved fraud protection.

New algorithms have been put into place to help analyze incoming sales and flag all sales which could potentially be initiated through fraud. Furthermore, CPA network partnerships have been refined to only the top tier providers with proven, low fraud track records.

We have taken many additional steps to reduce CBs in addition to this, but I have really hit on the main points here. I look forward to hearing back from you, I am also happy to answer any questions you may have.

Confidential VISA 00381

From:

james.g.feldmann@us.hsbc.com

Sent:

Thursday, September 03, 2009 8:00 AM

To:

Vance, Jennifer

Subject:

RE: DAZZLE WHITE MAX

Attachments:

Dazzle White Max - Merchant Application.doc

Jennifer, Try this one Jim

From:

"Vance, Jennifer" <jvance@visa.com>

To:

James G Feldmann/HBUS/HSBC@HSBC02

Date:

09/02/2009 05:06 PM

Subject:

RE: DAZZLE WHITE MAX

Jim,

The attached file is blank, please resend.

Jennifer

From: james.g.feldmann@us.hsbc.com [mailto:james.g.feldmann@us.hsbc.com]

Sent: Wednesday, September 02, 2009 8:25 AM

To: Vance, Jennifer

Subject: Re: DAZZLE WHITE MAX

Jennifer,

There were 2 other accounts under this principal (Ultimate Pure Lift 8788660002535 & Ultimate Pure Cleanse 8788660002536). Both of those accounts are inactive.

Password to follow

Jim

James G Feldmann

Assistant Vice President | HSBC Bank USA Merchant Services 20th Floor One HSBC Center, Buffalo, NY 14203

Phone.

716-841-0576

Fax.

716-841-6363

Email.

James.g.feldmann@us.hsbc.com

Confidential VISA 00293

From:	"Vance, Jennifer" < Jvance@visa.com>
To: Date:	James G Feldmann/HBUS/HSBC@HSBC02 09/01/2009 05:09 PM
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Jim,	
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Jennifer Vance / Sr	. Risk Analyst / Visa / Acceptance Risk / 650.432.4180 / fax 650.554.6804
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ATTACHMENT O - p. 2

Case 2:11-cv-00828-MJP Document 9-4 Filed 05/16/11 Page 40 of 78

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nternet communications cannot be guaranteed to be timely, secure, rror or virus-free. The sender does not accept liability for any rrors or omissions.

AVE PAPER - THINK BEFORE YOU PRINT!

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Confidential VISA 00298

From: Sent:

Vance, Jennifer

Tuesday, September 08, 2009 11:04 AM

To:

Snow, Geoffrey

Subject:

FW: DAZZLEWHITE8669892686

Attachments:

mkm.pdf

From: ABIGAIL HELMS [mailto:AbigailHELMS@columbusbankandtrust.com]

Sent: Wednesday, September 02, 2009 5:28 AM

To: Vance, Jennifer Cc: MIRANDA WALKER

Subject: Re: DAZZLEWHITE8669892686

Jennifer, I attached the requested merchant application. I confirmed that Dazzlewhite8669892686 is merchant is part of the JDW Media relationship as well as the merchants below:

Reservatrol 941000094066

Purelift8669892690 941000094937

PureCleanse8669898946 941000094938

The only descriptor we have for this merchant is the same as the DBA: DazzleWhite8669892686. We do not give the merchant the ability to alter the descriptor.

Please note that this merchant account has not processed positive transactions since the end of July. We have only allowed credits to be issued, and the account is scheduled for termination on 9/21/09.

Let me know if you need anything else from us.

**Please note that my email address has changed to abigailhelms@synovus.com and update your records accordingly.

Abigail Helms Assistant Vice President Merchant Services Risk Manager Phone 706-644-0913

>>> "Vance, Jennifer" < ivance@visa.com> 9/1/2009 5:08 PM >>> Abbey.

Please provide the application for DAZZLEWHITE8669892686, also please provide a list of any additional descriptors the merchant is using.

Thank you,

Confidential VISA 00231

i Sr. Kusasenanjist-rovisaoboolektelka Rockyment 9-4 Filed 05/16/11 Page 45 of 78

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,

Confidential VISA 00232

Merchant:	DAZZLEWHITE8669892686	Current Status:
Acquirer:	COLUMBUS BANK AND TRUST COMPANY	Questionnaire Received:

Merchant Descriptors:

SEA BIND SEA STATE OF	Merchant Name	City	State	SE SE MCC AREA
DAZZLEW	HITE1800153318	180-0153318	1D	5999
	HITE8081201987	808-1201987	(al	5999
DAZZLEW	HITE8669892686	866-9892686	Œ	5999

Program Review Fees:

Date Status Amount	

Chargeback Handling Fees:

	Amount

Merchant Activity:

	BIN	Name	Review Month	Int Count	Chk Count	Cbk Ratio
Jun-2009		COLUMBUS BANK AND TRUST		65,971	269	0.41
Jul-2009		COLUMBUS BANK AND TRUST	N	113,936	2,126	1.87
Aug-2009.		COLUMBUS BANK AND TRUST	1	704	2.664	378.41
Sep-2009		COLUMBUS BANK AND TRUST	·	3		55.700.00
Oct-2009		COLUMBUS BANK AND TRUST		0	881	0.00
Nov-2009		COLUMBUS BANK AND TRUST		0	270	0.00

Visa U.S.A. Corporate Risk Management

Visa Confidential

Page 1

Confidential VISA 00054

Merchant: IDSECURE8667960119	Current Status:
Acquirer: COLUMBUS BANK AND TRUST COMPANY	Questionnaire Received:

Merchant Descriptors:

BIN Merchant Name	City (12.3)	State	TO MECONIA
IDSECURE8667960119	866-7960119	PA	7299

Program Review Fees:

2 Y 2	Date	Status	

Chargeback Handling Fees:

Date	Status
A Section of the least of the	Status Amount

Merchant Activity:

Date BIN SE	Namo 20 Valence	Condition to the colors			
Аци-2009	Name	Review Month:	Int Count	Cbk Count	Cok Ratio
	SCOMPOS BYINK WIND IKOS!		4,473	61	1.36
	DLUMBUS BANK AND TRUST		8,291	77	0.93
Oct-2009 Co	DLUMBUS BANK AND TRUST	N	4,648	133	
Nov-2009 Co	DLUMBUS BANK AND TRUST		.,0.0		2.86
	DLUMBUS BANK AND TRUST		U	93	0.00
	THE STATE OF THE S		0	5B	0.00

Vlsa U.S.A. Corporate Risk Management

Visa Confidential

Page 1

Confidential VISA 00055

85 1 101110	<u> </u>
Merchant: PURECLEANSE8669898946	Current Status:
	Current Status:
Acquirer: COLUMBUS BANK AND TRUST COMPANY	Ounctionmain Destant
	duesdomaite keceived:

Merchant Descriptors:

BIN Merchant Name	City	State State	SEE MCC STORY
PURECLEANSE8669898946	866-9898946	I D	5999

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Program Review Fees:		-
No. 1942 (Control of Control of C		

Chargeback Handling Fees:

Status

Merchant Activity:

Date: BIN	THE RESIDENCE AND INCOME.	Carrier to the Community of the Communit	1		
Jul-2009	The control of the co	Review Month	Int Count	Cbk Count	Cbk Ratio
GB1-2.005	COLUMBUS BANK AND TRUST	N	7,150	291	4.07
Aug-2009	COLUMBUS BANK AND TRUST		0	247	
Sep-2009 .	COLUMBUS BANK AND TRUST				0.00
Oct-2009	COLUMBUS BANK AND TRUST		U	121	0.00
	T GOLDWING BANK AND TRUST		0	75	0,00

Visa U.S.A. Corporate Risk Management

Visa Confidential

Page 1

Confidential VISA 00057

	,	Current Status:
Acquirer:	COLUMBUS BANK AND TRUST COMPANY	Questionnaire Received:

Merchant Descriptors:

BIN Merchant Name	City	State %	Sees Mccaes 85
PURELIFT8669892690	866-9892690	ID	5999

Linglant Keylem Lees:
Date Status Amount

Chargeback Handling Fees:

Date	

Merchant Activity:

Date The BIN	Name Review Month	int Count	Cbk Count	Cbk Ratio	
Jul-2009 -	COLUMBUS BANK AND TRUST	1,881	52	2,76	

Visa U.S.A. Corporate Risk Management

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Page 1

Confidential VISA 00058

Merchant: IDSECURE 866 796 0118	Current Status:
Acquirer: HARRIS NATIONAL ASSOCIATION	Questionnaire Received:

Merchant Descriptors:

BIN	Merchant Name	City	State 1	FOR MCC STATE
l iD	SECURE 866 796 0118	866-7960118	PA	7393

Program Review Fees:

Status	

Chargeback Handling Fees:

Date	Status

Merchant Activity:

Date BIN	Name Review Monti	Int Count	Chk Count	Chic Patio
Aug-2009	HARDIE MATIONAL ACCOUNTS		Carte Addition	May section
710g 2300	HARRIS NATIONAL ASSOCIATI	1.265	58	4.43
		1		, M.H.O. I

Visa U.S.A. Corporate Risk Management

Visa Confidential

Page 1

Confidential VISA 00059

Merchant: MEMBERSHIP- NetPaying Inc	Current Status:
Acquirer: COLUMBUS BANK AND TRUST COMPANY	Questionnaire Received: 9/21/2009

Merchant Descriptors:

Merchant Name	CID	Stale	MCC /
MYCHONIDOMACOM	800-6800623	FL	5499
MAXACAIBURNCOM	866-9898945	FI	5499
MEMBERSHIP	180-0156711		5499
MEMBERSHIP	800-0470192		5499
MEMBERSHIP	800-9895907	_ ·	5499
MEMBERSHIP .	866-9892685		5499
WEBACCESS			5499
WEBACCESS			
WEBACCESS			5499 5499
	MAXACAIBURNCOM MEMBERSHIP MEMBERSHIP MEMBERSHIP MEMBERSHIP WEBACCESS WEBACCESS	MAXACAIBURNCOM 866-9898945 MEMBERSHIP 180-0156711 MEMBERSHIP 800-0470192 MEMBERSHIP 800-9895907 MEMBERSHIP 866-9892685 WEBACCESS 180-0686513 WEBACCESS 808-1202346	MAXACAIBURNCOM 866-9898945 FL MEMBERSHIP 180-0156711 FL MEMBERSHIP 800-0470192 FL MEMBERSHIP 800-9895907 FL MEMBERSHIP 866-9892685 FL WEBACCESS 180-0686513 FL WEBACCESS 808-1202346 FL

Program Review Fees:

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	Status	

Chargeback Handling Fees:

1	Date Status Amount	3.69.15
1	The state of the s	32.5

Merchant Activity:

	BIN 😅	The state of the s	Review Month	Int Count	Cbk Count	Cbk Ratio
Jul-2009		COLUMBUS BANK AND TRUST	N	96,569	1.104	1.14
Aug-2009		COLUMBUS BANK AND TRUST	1	34,109	3.103	9.10
Sep-2009 ·		COLUMBUS BANK AND TRUST		12		
Oct-2009		COLUMBUS BANK AND TRUST		12.		21,033.33
Nov-2009	1 .0	COLUMBUS BANK AND TRUST				151,900.00
		- LOUIS CHARLES CONTROL HOS		0	304	0.00

Visa U.S.A. Corperate Risk Management

Visa Confidential

Page 1

Confidential VISA 00056

Case 2:11-cv-00828-MJP Document 9-4 Filed 05/16/11 Page 52 of 78

From:

MIRANDA WALKER [MIRANDAWALKER@columbusbankandtrust.com]

Sent:

Monday, September 21, 2009 1:52 PM

To:

Vance, Jennifer

Subject:

Membership (Net Paying)

Attachments:

Net Paying Questionnaire and merchant application.pdf

Hello,

I will be sending the agreement in a separate email.

**Please note that my email address has changed to <u>mirandawalker@synovus.com</u> and update your records accordingly.

Miranda Walker Merchant Services Risk Specialist II (706) 644-1393 Fax: (706) 644-9452

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VISA 00261



Visa U.S.A. Acquirer Monitoring Programs Acquirer/Merchant Questionnaire

Please complete and return this form to Visa U.S.A. within 10 days from the date you were originally notified by the Acquirer
PROGRAM IDENTIFICATION ZI MCMP HRCMP GMCMP
MERCHANT INFORMATION
Merchant Legal Name: Net paulog Tax ID#:
Merchant DBA(s): List All Merchant Descriptors (Allach a seperate shest if necessary) Membership, Webarress, Maxara burn and a
Web Address(s) if Internet-Related Business: weight loss conok membership, com, insiderse cretatips, com
real of the state
Principal Name: Jugal Taneia Tille: President
Lest 4 Digits Social Sec. #: Street Address:
City: Pinellas Park State: FL Zip: 33781
MERCHANT TYPE (CHECK ALL THAT APPLY)
□ Retall □ MO/TO □ Videolext □ Oulbound Telemarketing
□ Audiotaxt □ Gaming □ Other:
MCC: 5399 Date Morchant Account Opened: Lol15 09
Products and/or Services sold: on and has asile: 0
Business Model: DFree Trials/Gifts DPayment Plans DO Upsell
図 Confinuity Program
What prevention tools does the merchant
What are the circumstances that have caused the problem?
Merchant Terminated: Yes 図 No Date: / / Listing on TMF: □ Yes 図 No Date: / /
Reason for Termination: > PLEASE SEE ADDT'L DOCUMENT +
ACQUIRER INFORMATION
Acquirer Name:
Acquirer Contact (
Acquirer E-mail Ad
SO Name:
By siming below. Certify that this merchant has been notified and that we as the Member bank are taking the appropriate actions to
<u> </u>

Please complete and fax form to Visa U.S.A. Acquirer Risk Office at (650) 554-6804

Confidential VISA 00262

09/18/2009 11:31AM (GMT-04:00)

From: unknown Page: 2/5 Date: 6/15/2009 11:01:26 AM THAT OF THE Additional Application Business/Product Information Verification MERCHANIST ION: 84045610). ADDEHDUM OF AUGRORIZED APPLICATION AND AGREEM rus dishipancies da digi a dina dishipancia di digi a di dina di dina di dina di dina di di di di di di di di d Lagal Bushness Name Notorying the. Lagal Address: 6950 Bryan Daily Rd. Largo -33777 Ace Flame Humber 727-544-88BB egar FAX Mimber 727-648-1817 Membership see DEA Name (22 about max); (DESCRIPTOR) Holpaying Inc. · email 6950 Bryan Darly Rd 10115/26 Largo 39777 CBA / Contemp Service Phone Number 800 989 727-544-8860 DBA FAX Humber: 727-518-1017 Preferred Address for, Statements (rous or cibs): Preferred Address for: Uhargebacks (lags) or tibe); Logal Federal Tax ID (mirs) be 0 digits): 03-0585247 Type of Constraints, LCV Corp Private, Points, Not Profit etc. Corporation र्षे**गान ज**िस्ताद्वेशने भारते निर्धन Junel Tanela, President (100%) Venna of Priceipal and This: Buckses Confact Name: Lary Smith Business Contact Email: រាស វី១**៦ស៊ីវិទៀត១**សារ Business Contact Phone: vorsoo tolost size: 20,00 12,000,000 PINE NEW STREET, STREET 54 p. HE DIMINITEMPTORE CITION سائح 100 Depted Drawnses description (Actoring description of បែបធា កូមក្រាស់ដែរ 1 (ND TOTABLE YEAR, MO) Continually professional ethocase ACH: (If Yes, an expension was be board for significant Third-Party Fulfilment house Third Path Order taking Sender (Talkand Core) Chandaries) 141 Vidia This fax was received by GFI FAXmaker fax server. For more information, visit: http://www.mil.com 09/18/2009 11:31AM (GMT~04:00) VISA 00263

From: unknown Page: 4/5

Date: 6/15/2009 11:01:27 AM

Additional Application Business/Product Information Verification

ERCHANT De 81845510	ADDENDING OF ALTHORIZED AFFLICATION	NAMO AGREEMENT CATETY DESIGNATION
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VISA 00264

From:

ABIGAIL HELMS [AbigailHELMS@columbusbankandtrust.com]

Sent:

Monday, July 20, 2009 8:21 AM

To:

Vance, Jennifer

Subject: Attachments: Membership/NetPaying Inc/Webaccess pcsggwfax02_0907171949138446.pdf

Jennifer, here is the "Main" application along with the due diligence package. I am still waiting on the financials and will forward as soon as I receive. Thanks

**Please note that my email address has changed to abigailhelms@synovus.com and update your records accordingly.

Abigail Helms Assistant Vice President Merchant Services Risk Manager Phone 706-644-0913

>>> FAX7066449452 7/17/2009 3:54 PM >>>

>>> "FAXCOM Fax Server 02" <fax@synovus.com> 7/17/2009 3:49 PM >>>

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Description: All pages received OK

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> Confidential VISA 00269 ATTACHMENT Q - p. 5

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TransFirst

371 Centennial Parkway

Louisville CO 80027



Date:

July 17, 2009

Pages with cover sheet:

22

TO:

Abbey

FROM:

Lori Nichols / Fraud Supervisor

800-654-9256 x8152

RE:

Requested docs for Visa

REMARKS:

URGENT

REVIEW

REPLY

YOUR COPY

Have a great weekend!!!

Thank You,

Confidential VISA 00271

07/17/2009 3:49PM (GMT-04:00)

Acai Burn Max

MaxAcaiBurn

Page 1 of 3



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Saling your Stole "Despiration"

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STAPL

Don't buy this product until you read the strates page and leave why Acaillian may be part of the solution for coursesight loss Actilities Max, the all mount weighs for s solution! For years, the weight loss industry has been schalming Americans Here's a better solution: Acallium Max!



Superfoods for the New Yaar)

You'll be bearing a lot more about this reccarest fruit gaing forward. Acet is the off the shard, with the andred benefit of naturally becausing Orthoga 3.6 and 8 cits. It a not sortly good for you, but many world deast others which it while treating because it's so conduct with nutrition and protein it can be a complete meat."



Food For Your Heard

"Acal bertion are among the most numbers from a fine America, nich in Bibliotata from and fine America, respecies and sunges I letty acids. Acal hothes also contain date acid (ormoge-9), a beneficial talty acids.



Al faice twee and angells stores around the country, the alp now losts to east. [pro-nounced an-elph-EE] is graps-eize, 2456-public betry that grows stop pain trees in the Brazilan (ruglo,"



"Similes have shown that this little barry to one of the most nutritious and parket in feeds in the world April is the parket in feeds in the world April is the figh-energy berry of a packet in more plan tree. Hidden within its royal purple planent is the magic that makes it majors perfect energy fruit. A synorgy of morounsaturaled (healthy) tals, their fight and phytostorics to treip possible cardiovascular and digestive healthy.



Colordine all over Hollywood bave basen contend consuming Adel in all its different formal When those weathly caleba are ada to afford to eat anything, and looking that beel is always a

Confidential VISA 00280

07/17/2009

5:49PM (GMT-04:00)

http://www.maximumacaibum.com/

Acai Burn Max

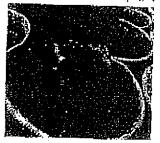
Page 2 of 3



priority. It's no wonder why the Acol Serry could be considered a cornerstance of Hollywood's Hallest Dial?

The Adel has been noted as being one of the most potent superfoods in the world for its high enticated power. Anionidanta help to allow call flamage caused by fine indicate found inside our horizon, which in term can help to allow the signs of Aging!





You sould have Pounds upon Pounds of harmful looks waste studit halds your agostive tract. This waste is the oxomes build-up which your body was anable to pass during the origing precess of eigeston. It's a lot like pouring becomes that ow your draft — wome of it gets alvek and the studge can start to CLOG your pipes:

This can lead to a noticeable feeling of bring more tired and Johramic, blooting, gasurointestinal discondant, and can increase the changes of developing serious health problems (some of which you sould have engine to the with a load colon!)

AcalBurn Max can help you look and feel befor and backings by assisting your body in locang weight. Gat your trial and try it today!



In waters and talking Academy Mar to everybody and anybody like will listen? Notice would give me greater pleasure than to get out have and full the enthal scally liet how broaderful it raphy is, I attituded by the broader of the listen and listen and have been and not bring happy with my body have come to on and, I have basically eliminated the worst part or my life. Thanks a million?

Terrosa, New York

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'निवडशांड तवा (पृश्वांदक).



The AcalBurn System is simply fast weight loss that works.

The key ingredients in AcalBurn were clinically tasted and found to help cause up to 450% MORE WEIGHT LOSS than dieting and exercising alone. Dur risk-free triol is in very high demand, and will not be available forever. AcalBurn is composed of a breakhrough new formula that combless scientific clinical research with the smazing antioxidant power of the Acar Berry.

The average weight loss was 14.99 and 12.54 pounds with AcaiBurn's key ingredignts ¹ vs. just 3.05 and 3.53 pounds with a placebor in two 8-week clinical studies. Both groups disted and exercised. That means the key inprodients in AcaiBurn were found to help cause up to 450% MORE WEIGHT LOSS than disting and exercising alone will get you.

AcalBurn play includes the Acal Borry, which has been used for years throughout the Brazilian rain forests as a premium natural energy subplement and not only boasts energy but also helps suppless appetite.

¹ Key ingramens in Acaldium Garahda combogia extract, ciromium polysicurate and Gyronema gyvesty output.



Confidential VISA 00281

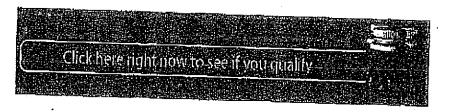
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ATTACHMENT Q - p. 9

http://www.maximumacaiburn.com/

Acai Burn Max

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AcaiBum Health

Page 1 of 5



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The information presented on the Welizika is provided for informational purposes only and is in no way intended and a substitute for professional modical advice, diagnosis or creatment. This information should only be used in as a substitute for province and cars of your physician. You should not use the information only be never a for diagnosing or treating a health problem or diagnosing or treating a health problem or diagnosing on the problem of diagnosing or treating and the information on the western diagnosing or treating a health problem or diagnosing on the problem of diagnosing or treating and the problem of diagnosing or treating and the problem of diagnosing or treating or treating and the problem of diagnosing or treating or treating and the problem of diagnosing or treating or treating and the problem of diagnosing or treating or treating and the problem of diagnosing or treating or treating and the problem of diagnosing or treating or treating and the problem of diagnosing or treating or treating and the problem of diagnosing or treating or t for diagnosing or treating a health problem or diagnes, or prescribing any medication or other treatment. Consult your physician before taking any medication or nutritional, barbal or homoopathic supplicitions, or otherwise. Your physician beginning any dist, nutrition or fitness plan or forered on or through the Websito, or otherwise. Your physician should allow for proper follow-up white and individualize your dist, untrition and/or fitness plan as appropriate. Always seak the advice of your physician or other qualified health care provider if you have any quartions reparding a medical condition, your dist, nutritional supplements, an exercise regimen or any other matter related to your health and well-being. If you have or suspect that you have a medical problem, properly contact your health care provider. Never disregard professional institut institute of something that you have read on the Website. Information and statements regarding products and/or services made available on or through the Website have not been evaluated by the Good and Drute and/or equalities using saxigable on or thiority the Mercus hand not peeu staining by the good and Dirid persons on someous has said the same of succession of someous for the same of succession of someous successions. Administration and are not intended to diagnose, treat, cure or prevent any directs.

- 1. Acceptance of Agreement. You agree to the terms and conditions outlined in the Agreement with respect to your use of the Website Including, but not limited to, your submission of applications to become a Member and/or your purchase of Online Products. The Agreement constitutes the entire and only agreement between you and Acaleham Health The with respect to your registration for the Online Products, encollment in the All-Access Program and/or use of the Website and supersedes all prior or contemporaheous agreements, representations, warrandes and/or indenstandings with respect to your registration for the Online Products, enrollment in the All-Access Program, use of the Website, the content contained therein and/or the analyses, research, opinions and other information provided by or through the Website. Acaillum HealthTM may change the Agraement in whose or in part, at any time without specific notice to you. The latest Agraement will be posted on the Website. Your continued receipt of the Online Products, emplained in the All-Access Program and/or use of the Website following posted notice constitutes your acceptance of all of the terms and conditions contained within the Agraement in office at that time, therefore, you should regularly check this page for updates and/or changes. Unless explicitly stated otherwise, any future office or conducted made available to you on the Website that summent(s) or otherwise explicitly stated otherwise, any future office. (s) or product(s) made available to you on the Website that augment(s) or otherwise enhance(s) the current features of the Website shall be subject to the Agreement. You understand and agree that Academy Health He not responsible or liable in any manner whatsoever for your liability to use the Website, chroli in the All-Access Program and/or obtain any Online Products.
- 2. Requirements. The Website, Membership, All-Access Program and/or the Collina Products offered are available only to individuals that are at least eighteen (10) years of ago and that can enter into legally blooking contracts under applicable law.
- 3. Application Process. In order to obtain Online Products, ersoil in the All-Access Program and/or become a Member, you must first submit the applicable application form ("Application") to Acalisum Health IM for review and initial approval. Academic Health III repaires the right, it its sole discretion, to deny the Application of anyone et any time and for any reason, the high III repaires the right, it its sole discretion, to deny the Application of anyone et any time and for any reason, whatsoever. The information that you must supply on the Website in order to obtain Online Products and/or enroll in the enroll in the Ail-Access Program may include, without limitation (3) your full name; (b) mailing address; (c) e-mail address; (d) phone number; (e) credit card information; (f) current weight; (g) goal weight; (h) height; (i) gender; (j) year of birth; (k) date of birth; and/or (i) any other information requested by us on the Application (collectively, "Registration Data"). You agree to

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provide true, accurate, current and complete Registration Data (not including Registration Data concerning weight or personal goals), as necessary, in order to maintain it in up to date and accurate facility. Acadium HealthTM will verify and approve all Applications in accordance with its standard verification procedures.

If Acaptum Health The approves your Application, Acaptum Health The will set up your specific account ("Services Account") and send a confirmation e-mail to the e-mail address that you used to register. The confirmation e-mail will contain the following Information: (a) your beet Name; and (b) your Password. You can access your specific Services Account at the Website using your User Name and Password, and then change your Password and User Name at your discretion. You are responsible for maintaining the confidentiality of your Services Account, User Name and Password and for restricting access to your computer, you accept responsibility for all activities that occur through use of your Services Account, User Name and Password including, without limitation, any and all purchases made there through.

4. Copyright and Trademarks. "Acalbum Health The and all logos, page headers, custom graphics and icons are trademarks and/or service marks owned by Innovative Health Products. All other brademarks, product names, company names and togos appearing on the Website and/or by and through the Insider Secrets Package and eBook Package (as those tamps are defined hereinbelow) are the property of their respective owners. The Website contains Information, data, software, photographs, graphics, videos, text, images, typefaces, counds and other material including, but not limited to, the Insider Secrets Package and eBook Package (collectively "Content") that are protected by copyrights, trademarks or other proprietary rights, and these services are valid and protected in all forms, media and technologies existing now or developed in the future. All Content is copyrighted as a collective work under the United States copyright laws, and Innovative Health Products, owns a copyright in selection, coordination, arrangument and enhancement of such Content. All rights to such Content are reserved to their respective copyright braners, Except as permitted by the fair use privilege under United States copyright laws (see e.g., 17 products or other products or other products by copyright, or other proprietary right, without obtaining permission of the owner of the capyright or other products by copyright, or other use of the Content available on our Website, including reproduction for purposes other than as noted above, modification, distribution, replication, commercial or other use, without our prior written permission, is strictly prohibited,

5. Orders/Billing. In consideration for the Online Products that you receive from AcalBurn HealthTh, and for enrollment in the All Access Program, you egree to pay the Fees (as defined below). You shall have the choice to pay the Fees via the credit card that you provide as part of your Application, or update at a later data ("Active Credit Card").

A. ALL ACCESS SERVICES

Upon placing your first order for Online Products, you will automatically be enrolled in the Acolourn Health Mill-access program ("All-Access Program"). The All-Access Program enables you to access, via your Services Account, the Insider Secrets Expert Tips Package ("Insider Secrets Package") and the Comprehensive Weight Lora effock Package ("affock Package") made available on the Website. Initially, you shall have access to the Insider Secrets Package pursuant to a fourteen (14) day trial pariod ("Insider Secrets Access Pass"). If you do not cancel your Insider Secrets Access Pass duling your fourteen (14) day trial period, then your Active Credit Card will be charged the monitaly insider Access Pass duling your fourteen (14) day trial cents (\$3.14) ("IAP Monthly Fee"). Thereafter, for as long as your Insider Secrets Access Pass remains active, your Active Credit Card will be charged for the IAP Monthly Fee on a monthly basis, for your ongoing Insider Secrets Access Pass.

Further, you shall initially have access to the eBook Package pursuant to a twenty-eight (2B) day trial period ("eBook Access Pass"). If you do not cancel your eBook Access Pass during your brenty-eight (2B) day trial period, then your Active Credit Cord will be charged the monthly Insider Access Package fee of Savan Dallary and Fourteen Centr(\$7.14) ("EAP Monthly Fee" and ingether, with the IAP Fees, the "Access Fees"). Thereafter, for as long as your eBook Access Pass remeins active, your Active Credit Card will be charged for the EAP Monthly Fee on a monthly Bests, for your Objoing eBook Access Pass.

All Access Fees will appear on your Active Credit Card bill as "Internet Access Fee and Mambership," You hereby authorize Acadeurn HealthTM (or its partners, offiliates and/or agents) to charge your Active Credit Card all such Access Fees on a monthly basis. You acknowledge and agree that Acadeurn HealthTM will not obtain additional authorization from you for each installment of Access Fees charged to your Active Credit Card.

8. ONLINE PRODUCTS

You will have up to (3) separate options to choose from when ordering Online Products on the Websitz (each, a supply of AcalBurn Health [17]; (a) Free Thai Offer (when available), includes a chipping and handling fee of Four Dollars and Ninety-Five Cents (\$4.95) ("Shipping and Handling"); (b) Buy 2 Get 1 Free Package for One Hundred and Twenty Dollars (\$120.00), plus Shipping and Handling; and (c) the Buy 3 Get 2 Free Package for One Hundred and Eighty Onlines (\$100.00), plus Shipping and Handling. Orders cutside of the United States pay additional Nine Dollars and Minety-Five Cents (\$0.95) for additional shipping and hundling. Orders placed in the United States will ship immediately and arrive in only 5-7 business days. International orders may take 1-3 weeks, depending how for the processe has to go.

When our Offer is indicated to be "Risk-Free" we mean that by providing the ability to fully cancel and stop future payments, we eliminate the risk of incurring unwanted charges or commitments.

Trial Offer, and Sixty (50) Pay Guarantee: Where Acaldum Health TM offers its "Trial" Promotion, and Where you have chosen to register for such Promotion, upon submitting your folial Acaldum Health TM Application, your Active Credit Card will be charped only Shipping and Handling Fee for your injust fourteen (14) day total mambership ("Trial Membership") and you will receive a one (1) month supply of Acaldum Health TM. Iff you do not cancel your Membership as set forth in Section 6 hereinbelow,

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within fourteen (14) days of your receipt of the one (1) month supply of AcaiBurn Health ("14 Day Trial Penod"), your Active Credit Card will be charged the monthly Membership fee of Prity-Eight Dallars and Seventy-Six Conta (958.76) ("Monthly Fee"). Your first three (3) month supply of AcaiBurn Health M will be shipped thirty (30) days from the date that your initial one (1) month supply was shipped in connection with your Trial Membership. Thereafte, for as long as your Membership remains active, your Active Credit Card will be charged for the Monthly Fee on a monthly basis, plus Shipping and Handling, every third month, for your ongoing Membership. You hereby authorize Acattern Health^{the} (or its pertners, effiliates and/or agents) to charge your Active Credit Card all such fees associated with Membership on a monthly basis. You acknowledge and agency to charge your across Occur can an accurrance associated while removering on a manual value. The second agrees that Agaillum Realth III will not obtain additional authorization from you for each installment of Manthly Fees charged to your Active Credit Card bill as "Internst Access Fee and Membership,"

II. Buy 2 Get 1 Free Parkage and Flip 3 Got 2 Free Parkage; Unless you have chosen the Free Trial Offer option, upon submitting your mids! AcaiBurn Health TM Application, your Active Credit Card will be charged the applicable one (1)-time ree, strainting you much acaitorin meant. Application, your name credit card will be charged the explicance one (Lymine respired shipping and Handling, associated with the payment package selected (either the Bity 2 Set 1 Free Package and Bity 3 Set 2 Free Package) and you will not be enrolled as a Member (collectively, "Che Time Fees" and together with the Access Faes, Shipping and Handling and Monthly Fees, the "Fees"). All One Time Fees will appear on your Active Credit Card bill as "Internet,"

C. GENERAL PAYMENT TERMS

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All Fees are payable in United States currency. Failure to use the All-Access Program and/or Online Products, as applicable, does not constitute a basis for refusing to pay any of the associated Fees. You agree to be bound by the pricing and billing practices of AcaiBurn Health TM in effect at any given time. Upon prior written notice to you (with e-mail enficing), AcaiBurn Health TM reserves the right to change its pricing and/or billing practices whonever necessary, in its cale discretion. If you do not agree with these changes, you may cancel or unity produces and or eBook Access Pass, or applicable, or any time, but you will remain responsible for timely payment of any and all Feet that you have already incurred (Including any applicable to the feet). Continued ecoptains of Online Products, continued Membership and/or continued enotinent in the Allapplicable into fees). Continued acceptance of Online Products, continued memoerany analyor commuse enrollment in the Air-Access Program after racelpt of such notice shall-conditive consent to any and all such changes. Where you fail to make any scheduled payment for accrued Fees, such overdure amounts will be subject to interest changes in the amount of one and one shall percent (1.5%) per month, compounded monthly. If you are a Member, your Membership, Insider Secrets Access Para and/or eBook Access Para may each be deactivated for non-payment of Fees. Acalibum Health's mauthorization to bill the applicable Fees is obtained by way of your electronic signature. Once an electronic signature is submitted, this electronic cides constitutes an electronic letter of agency. Acalibum Health's reliance upon your electronic signature was appetited and written into law when the Uniform Electronic Transactions Act and the Electronic Signatures in Global and halford Transactions Act were executed in 1999 and 2010, respectively, Both laws specifically present all state laws that National Transactions Act were enacted in 1999 and 2000, respectively. Both laws specifically preempt all state laws that racograze only paper and handwritten signatures.

- 6. Cancellation of AcalBurn Health Th Humbership, Includer Secrets Access Page and/or about Access Page, You may cancel your Membership, Insider Secrets Access Pass and/or eBook Access Pass at any time if you are not completely satisfied. To cancel your Membership, Insider Secrets Access Pass and/or eBook Access Pass you must contact the customer service line by calling thil-free 866-969-2665. Fleese have your e-mail address and other Registration Data available for efficient processing of your carcellation order. Hease be advised that unless you are calceling pursuant to the fourtean (14) day Trial Mambership or 50 Day Guarantee as set forth hereinabove, and unless we receive the applicable Qualifying Return Products within the applicable time period, we will not refund any amounts previously paid up to the date of cancellation or termination, you shall not receive any pro-rate refund for partial months and you shall remain liable for any and all unpaid charges billed by AcalBurn HeathTM. You understand and agree that cancellation of your Hemburship Insider Secrete Access Pass and/or eBook Access Pass, as well as the return of the Online Products, is your sole right and remarky with respect to any dispute with AcalBurn HealthTM. Upon any termination and/or concellation of your Membarship, Insider Secrets Access Pass and/or eBook Access Pass, your license grant, as set forth in Section 7 hereinbelow shall immediately terminate.
- 7. Licente Grant. As a user of the Website, you are granted a non-exclusive, non-papsferable, revocable and limited license to access and use the Websito, Insider Secreta Pockage and eBook Peckage, AcalBurn Health M may terminate this license at any time for any reason. Unless otherwise expressly authorized by AcalBurn Health TM, as a Visitor to the Website, you may only use the Website and the Content for your own personal, non-commercial use. No part of the Website including, but not limited to, the Content, may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. You may not use any automated means or form of scraping or data extraction to access, quary or otherwise collect content from the Website except as expressly permitted by Acaieum HealthTM. You may not use, copy, emulate, done, rent, lease, self, modify, decompile, disassemble, revoice engineer or bansfer the Website, Content and/or any portion thereof. You may not create any "derivative works" by altering any espect of the Website or the Content. You may not use the Website and/or the Content in conjunction with any other bilind-party content. You may not explait any aspect of the Website end/or the Content. for any commercial purposes not expressly permitted by Acalsum Health Tit. You finding agree to Indemnify and hold harmless Acalizarn Health TM for your fellows to comply with this Section 7. Acalisarn Health TM reservor any rights not explicitly granted in
- 8. Explansing or Disabiling the Websita. You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Website. You may not take any action that imposes an universonable or disprepending the proper working of the Website of associated disprepending the proper load on the Website or associated software including, without limitation, blocking the operation of any Acastrum Health H systems, you are in violation of the Agreement and AcaiBum Health^{TR} may suspend or terminate your Membership and/or use of the Website, Without notice, Termination of your Membership will not excuse you from any criminal or other dvil liabilities that may result from your actions.

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If your Membership is terminated for any reason you will, thereafter, be unable to access your Membership account.

- 9. Indomnification, You agree to indemnify and hold Academ HealthTM, its parents and subsidiaries, and each of their respective members, officers, directors, employees, agents, co-branders, containt licensors and/or other parents; hambees from and against any and all claims, expenses (including reasonable attornays' fees), damages, suits, costs, demands and/or judgments whatspever, made by only third party due to at arising out of: (a) your use of the Website, Online Products, Insider Secrets Package and/or eBook Package; (b) your breach of the Agreement; and/or (c) your violation of any rights of another inside and/or epity. The provisions of this Section 9 are for the benefit, of Academ HealthTM, its parents, subsidieries another amilion of their respective officers, directors, members, amployees, agents, chareholders, licensons, suppliers amilion of the own behalf.
- 10. Discipline of Wattander, The Website, The Online Products, Insider Secrets Package, Edook Package and/or any other products and/or services offered on the Website, are provided to you on an "as is" and "as available" basis and all warranties, express and implied, are disclaimed to the fullest extent of permissible pursuant to applicable law (including, but not limited to, the disclaimer of any warranties of merchantability, non-infringement of intellectual proferty and/or fitness for a particular purpose). In particular, but not as a limitation thereof, acibim mainty makes no warranty that the website, the online products, insider secrets package, edook package and/or any other products and/or services of error free or that defects will be corrected; (c) will be ininterrupted, timely, secure or error free or that defects will be corrected; (c) will be free of viruses or other harmer components; (d) will have security methods employed that will be sufficient against interference with your or other health-related outcome; and/or (f) will be accurate or reliable. The website, the online of other health-related outcome; and/or (f) will be accurate or reliable. The website, the online of the website may contain bugs, error, problems or other limitations. Acidem health will not be liable for the availability of the underlying internet connection associated with the website, insider secrets package and/or edook package and/or edook package and/or edook package and/or edook package and/or health them and the website, insider secrets package and/or edook package and/or from the website, insider secrets package and/or edook package shall create any warranty not expressly stated in the agreement.
- TY. LIMITATION OF LIABILITY, YOU EXPRESSLY UNDERSTAND AND AGREE THAT ACIBBUTH HEALTH SHALL NOT BE LIABLE TO YOU OR ARY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTAMEBILE LOSSES (EVEN IF ACIBBATH HEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FILLEST EXTENT PERMISSIBLE BY LAW FOR: (A) THE USE OR THE INABILITY TO USE THE WEBSITE, THE ONLINE FRODUCTS, INSIDER SECRETS PACKAGE, EBOOK PACKAGE AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED ON THE WEBSITE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, CONTENT AND/OR ANY OTHER PRODUCTS PURCHASED OR OBTAINED FROM OR THROUGH THE WEBSITE; (C) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR REGISTRATION DATA; (D) THE FALLURE TO REALIZE ANY SPECIFIC WEIGHT-LOSS, BENEFIT OR OTHER HEALTH-RELATED OUTCOME; AND (E) ANY OTHER MATTER RELATING TO THE WEBSITE, THE ONLINE PRODUCTS, INSIDER SECRETS PACKAGE, EDOOK PACKAGE AND/OR ANY OTHER MATTER PRODUCTS AND/OR SERVICES OFFERD ON THE WEBSITE, THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, IN THE PRODUCTS AND/OR SERVICES OFFERD ON THE WEBSITE, THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, IN THE LIABILITY, MISREPRESENTATION AND ANY AND ALL OTHER TORTS. YOU HERE YEEL ASE ACIBBUTH HEALTH FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED HEREIN. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATION, THE MAXIMUM LIABILITY OF ACIBBUTH HEALTH MIGHE THAN ANY AND ALL ORLIGATIONS. LIABILITY AND ALL OBLIGATION OF THE WEBSITE, THE ONLINE PRODUCTS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OF FORM, ARISING OUT OF POPULATE WHICH GAVE RISE TO THE CAUSE OF ACTION. THE NEGRATION OF DAMAGES SET FORTH YOU AND ACABBUTH HEALTH MAKED AND THE BASIS OF THE BARGAIN BETWEEN YOU AND ACABBUTH HEALTH MAKED TO THE BASIS OF THE BARGAIN BETWEEN YOU AND ACABBUTH HEALTH MAKED TO THE BASIS OF THE BARGA
- 12. Third Party Websites. The Website contains links to other websites on the Internet that are owned and operated by third partys. Acaillum Health III does not control the information, products or services available on these third party websites. The inclusion of any link does not imply endurgement by Acaillum Health III of the applicable website or any escellation with the website's operators. Gecause Acaillum Health III has no control over each websites and resources, you agree that Acaillum Health III has no control over each websites and resources, you agree that Acaillum Health III is not exponsible or liable for the availability or the operation of such external websites, for any metaful located on available from any such websites or for the protection of your deta privacy by third parties. Any dealings with, or participation in promotions offered by, odvertises on the Website, including the payment and delivery of related goods or sorvices, and any other terms, conditions, warrandes or representations accordated with such dealings or promotions, are solely responsible or liable, directly or indirectly, for any less or dumping caused by the use of or reliance on any such material available on or through any such size or any such dealings or promotions.
- 13. Miscellaneous. The Agreement shall be treated as though it were executed and performed in New York, New York and

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shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles). Should a dignete arise concerning the terms and conditions of the Agreement or the breach of same by any party hereby, the parties agree to submit their distrate for resolution by arothetion before the American Arbitration Association in New York City, in accordance with the then current Commercial Arbitration Relies of the American Arbitration Association. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be enthered in any count of competent jurisdiction. To the extent permitted by law, you agree that you will not bring, job or participate in any class action laws to any claim, dispute or controversy that you may have against Academ HealthTM and its employees, officers, directors, members, representatives and assigns. You agree to the entry of injunctive relief to stop auch a largety or in remove you as a participant in the suit. You agree to pay the attempty fees and court coast that Academ HealthTM incling in seeding such relief. The Agreement does not constitute a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above. This provision preventing you from bringing, joining or participating in injunctive relief in order to protect its rights pending an outcome in arbitration. Should any part of the Agreement to health in full force and effect. The Agreement is personal between you and Academ HealthTM and governs your use of the Website. Academ Health's fallure to enforce any provision of the Agreement shall not be deemed a waiver of such provision ner of the Representation of the Agreement of the Agreement.

14. How to Contact Us. If you have any questions about the Agreement or about the practices of Acalbum Health $^{
m TH}_{
m A}$ please feel free to contact us at 866-999-0945.

Innovative Health Products 12399 Belchr Road South Suite 140 FL, 33773

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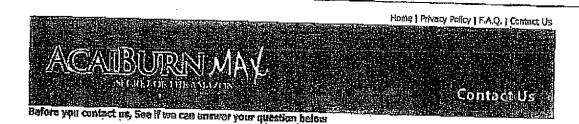
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AcaiBurn Health

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Still can't find your answer?

Call us at (866)-989-8945 and speak with one of our representatives, if phone support is unavailable please contact our LiveMelp.

Innovative Health Products 12399 Belich: Road South Sulte 140 FL, 33773

Hours of Operation

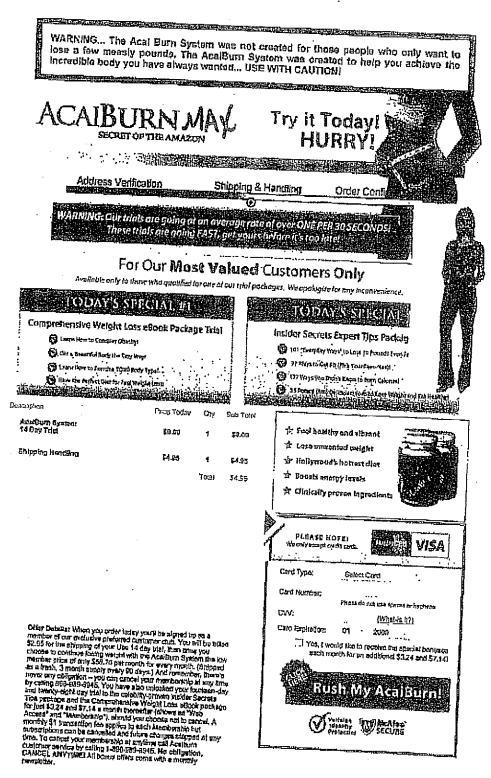
Monday to Friday 5 am to 8pm MT

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Home

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Welcome to the Comprehensive Waight Loss Gulde, where we'll show you everything you need to know to shed pounds, feel better and live a healthier lifestyle. We are committed to your overall wellness and to helping you lose weight, which is why we are providing these six guides to help you get the body you've always wanted.

These guides will teach you everything you need to know in order to finally lose weight and keep it off. You'll discover fitness ideas that really work — while you discover how to work them into your busy illestyle. We'll show you the real facts about obesity, and you'll learn about sensible diet plans that will help you slim down while you stay healthy. It's all part of our determination to provide you with the most comprehensive information about how to lose weight possible.

Login to view your member resources.

Username;

Password:



Forgot Pasword?

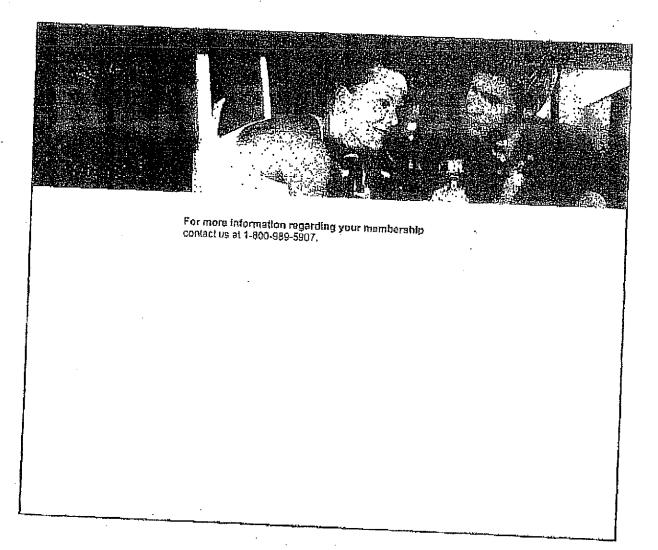
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WEBACCESS



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Mealthy Recipies

September 14, 2009 Membership – Netpaying Inc Month 1 Letter

This merchant is currently running refunds only to prevent chargebacks on the account. This will continue for the next 2-3 weeks and at that point the account will be closed to all card transactions.

Upon the closure of the account it will be placed on MATCH for excessive chargebacks.

Thank you.

Lori Nichols Compliance Specialist TransFirst, LLC

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09/18/2009 11:31AM (GMT-04:00)

GMCMP - MANAGEMENT REPORT: Visa Europe Excessive Chargeback Fee Notification

Report Month: September 2009

POTENTIAL	NET	000'B/ c' L\$	\$25,100	Control of the contro	\$22,500	524,000	008,824	\$20,900	\$21,300	\$20,600	\$59,700	NAME OF TAXABLE PROPERTY.	\$50.400	100 120 100 100 100 100 100 100 100 100	000,000	WASTERN STREET ROOM	\$23 BBD	CUC. SEPZ 4 NO	\$77 FOO	\$25 100	\$112,600	\$26,700	\$104,100	\$79,300	\$30.000	1000000000000000000000000000000000000	OUG BEAUSING STATES	AAB 000	000 CTB	000,775	\$127 ann	\$23,400
CBK. %	1311.46%		4.48%	ががれからかからなる	0.41%	5,30%	0.4.370	5.61%	5.38%	5.34%	2.25%	%2526T	18.38%	25:46%	13.57%	2.98%	26.04%	67.42%	17.98%	2,13%	8.23%	7.50%	2.79%	3.78%	11.10%	3.25%	2.00%	791-0 651	7490 E1	3 40%	3.63%	14.11%
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7,154	4.020	7.945	148 6	3,831	2,620	1,718	8,467	5,906	127,375	5,233	960,6	3,221	2,599	6,884	3,640	2,452	3,797	702'6	4,472	4,648	3,685	4,918	1,983	743	9,350	4,308	3,111	2,450	7,501	12,839	126'6	5,114	3,832	1,046	7,630	-275	463	5,027	5,336	·
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